

Reconsideration is respectfully requested of the rejection of the claims as now amended under 35 USC 103(a) as being unpatentable over Lopes in combination with Larsen, Stoner, Myhling, and Snyder et al.

The present invention relates to solving two problems in the condom industry. One problem relates to improve the protection against HIV and the other relates to vaginal trauma associated with the use of condoms.

Recently, the FDA issued a warning that surfactants such as nonoxynol-9, which is commonly used in condoms, causes irritations that may increase the risk of HIV. However, surfactants are necessary in making up the compositions. Furthermore, it was desirous to heal existing traumas. In selecting an agent to solve the problems there was consideration as to the long term effects on the latex. The agent used must also be compatible with other ingredients. The applicants have discovered that polysaccharides set forth in part (c) of claim 1, especially hyaluronic acid provides the desired benefits.

Lopes relates to a microbicidal and sanitizing soap which includes ingredients when in combination with a condom can cause degradation and irritation to mucosal areas. Hyaluronic acid in Lopes is an acidifying acid similar for use with acetic acid, ascorbic acid, etc., and not for wound healing. The Examples set forth soaps and powders. Example 5 relates to a liquid which does not include hyaluronic acid. The reference only provides a catalog of acidifying acids with no reference to mucosal areas or condoms. There would be no motivation to use the isolated teachings of Lopes.

Stones does not provides a kit in which a condom is stored separate from standard lubricants. Separate in the kit of Stoner are containers with providone-iodide and written instructions. Stoner does not solve the same problems as applicants.

Myhling teaches a vaginal sponge. The sponge was withdrawn from public use by the FDA because of side effects. One skilled in the art would not look to Myhling to solve a problem

relating to condoms. Moreover, Myhling does not teach or suggest the combination of the present claims.

Larsen relates to a gelled vaginal composition which uses a source of peroxide to treat vaginal diseases. The combination does not include polysaccharides such as hyaluronic acid. There would be no motivation to use the composition of Larsen in packaged condoms. Dextran sulfate and other sulfated polysaccharides are named as antiviral agent but none of the examples include them. They are only listed in a catalog of other ingredients which may be used. The wound healing agents are the antibiotics. Nonoxynol-9 is in Example 2 with no active agent to counter-act the irritation it may cause.

Snyder et al is not at all pertinent to condoms. Snyder relates to blocking pathogen on non-human surfaces such as paper, tables, gowns, etc. There would be no reason for one in the condom art to look to the teachings of Stoner to solve the problems contemplated by the applicants.

In summary, not a single reference teaches or suggests using a member selected from the group consisting of dextran sulfate, chondroitin sulfate, pentosan sulfate, glucosamine glycan, sulfonated polymers or a hyaluronate as a wound healing agent, as an antiviral agent and in diffusion impedance in condoms.

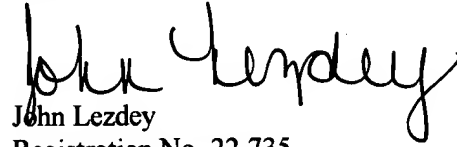
The prior art is silent on use of a wound healing agent in a condom. The Examiner has taken isolated teachings from five references to arrive at applicants' invention but has still fallen short of why the specific combination resulted in the claims could have reached from the large catalog of ingredients set forth in the prior art.

Furthermore, it has been consistently held that even a showing that where each of the elements of an invention existed in the prior art, it is by itself, inadequate to demonstrate obviousness when a combination of those coexisting elements results in novel, unanticipated results. See United States v. Adams, 383 US 39, 51, 148 USPQ 479, 483 (1996).

Reconsideration and favorable action are earnestly solicited.

Attached is a separate page entitled "Version With Markings to Show Changes Made".

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Lezdey". The signature is fluid and cursive, with the first name "John" and last name "Lezdey" clearly distinguishable.

John Lezdey

Registration No. 22,735

John Lezdey & Associates
4625 East Bay Drive
Suite 302
Clearwater, FL. 33764
(727) 539-0633